

DISCLOSURE MATERIALS

FOREST RIDGE CONDOMINIUMS OF SAUKVILLE

Saukville, Ozaukee County, Wisconsin

The Developer (Declarant) is JBJ DEVELOP, L.P.. Its business address is W178N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022.

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW, MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

In compliance with the Disclosure Requirements of Section 703.33, Wis. Stats. (1999-2000) as amended, copies of the following are herewith supplied:

1. DECLARATION OF CONDOMINIUM OWNERSHIP. The Declaration established and describes the condominium, the units and the common areas. The Declaration begins on Page A-1, Table of Contents page iii, iv, v and vi.

2. BY-LAWS. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on Page B-1.

3. ARTICLES OF INCORPORATION. The operation of the condominium is governed by the Association, of which each unit is a member. Powers, duties, and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation being on Page C-1.

4. MANAGEMENT AND EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There is such, a contract affecting this condominium at this time and which pertains to the maintenance of the meadow plantings in the wetland and storm water treatment areas as offered by Cedarburg Science, LLC. A copy of this maintenance proposal begins on Page E-1.

5. ANNUAL OPERATING BUDGET. The Association will incur expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments (other than those which are a part of the common expense). At this point the Association supplies a Projected Operating Budget. A more detailed and more accurate budget may be supplied as time progresses. The budget begins on Page D-1.

6. LEASES. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. This is not the case with this Condominium.

7. FLOOR PLANS AND MAPS. Declarant has provided a floor plan of the units being offered for sale and a map of the condominium which shows the location of a unit which you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page A-28 as Exhibit B.

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

**FOREST RIDGE CONDOMINIUMS OF SAUKVILLE
Saukville, Ozaukee County, Wisconsin**

TABLE OF CONTENTS

PREFACE		A-1
Article I	Definitions and Legal Description of Land	A-1
Section 1	Legal Description of Land	
Section 2	Definitions	A-2
	(a) "Association"	
	(b) "Common Elements"	
	(c) "Declarant"	
	(d) "Expandable Condominium"	
	(e) "Limited Common Elements and Restricted Common Elements"	
	(f) "Majority"	
	(g) "Mortgage"	
	(h) "Mortgagee"	
	(i) "Occupant"	A-3
	(j) "Owner"	
	(k) "Percentage Interests"	
	(l) "Person"	
	(m) "Unit"	
	(n) "Unit Identification"	
	(o) "Unit Owner"	
	(p) "Unit Owner Improvements"	
	(q) "Voting Member"	
Article II	Property and Units - Submission to Act	A-3
Section I	Submission of Property to the Act	
Section 2	Condominium Identification	
Section 3	Description and Location of Units	A-5
Section 4	Boundaries of Units	
Section 5	Interpretation of Plans	A-6
Section 6	Modification of Floor Plans	

Section 7	Construction in Phases	A-7
Article III	Common Elements	A-7
Section 1	Description of Common Elements	
Section 2	Ownership of Common Elements	
Section 3	Use of the Common Elements	
Section 4	Limitation on Use of Common Elements	
Section 5	Easements for Use of Common Areas	A-8
Section 6	Maintenance of Common Elements	
Section 7	No Severance of Unit Ownership	
Section 8	No Partition of Common Elements	
Article IV	Limited Common Elements	A-9
Section 1	Description of Limited Common Elements and Facilities	
Section 2	Patios, Decks and Porches	
Section 3	Use	
Section 4	Conveyance of Limited Common Elements	
Article V	Other Property Rights and Obligations of Owners	A-10
Section 1	Use of Units by Declarant	
Section 2	Pets	
Section 3	Use of Parking Areas	A-11
Section 4	Prohibition	
Section 5	Subdivision of Units	
Section 6	Rules and Regulations	
Section 7	Delegation of Use	A-12
Section 8	Construction	
Section 9	Separate Mortgages of Units	
Section 10	Separate Real Estate Taxes	
Section 11	Maintenance, Repairs and Replacements	
Section 12	Negligence of Unit Owner	A-13
Section 13	Common Surpluses	
Article VI	Association of Unit Owners and Voting Rights	A-13
Section 1	Membership	
Section 2	Voting	A-14
	(a) Class A	
	(b) Class B	
	(c) Rights of Declarant	

Section 3	Unit Value for Voting	
Section 4	Amplification	
Article VII	Rights and Obligations of the Association	A-14
Section 1	The Common Elements	
Section 2	Services	A-15
Section 3	Personal Property for Common Use	
Section 4	Rules and Regulations	
Section 5	Implied Rights	
Section 6	Personal Liability	
Article VIII	Covenant for Assessment	A-15
Section 1	Agreement to Pay Assessment	
Section 2	Purpose and Computation of Assessments	
Section 3	Annual Assessments	A-16
Section 4	Special Assessments for Capital Improvements	
Section 5	Special Assessment Against a Particular Unit	
Section 6	Notice of Meetings	A-17
Section 7	Uniform Rate of Assessment	
Section 8	Date of Commencement of Annual Assessments	
Section 9	Lien for Assessments	
Section 10	Effect of Nonpayment of Assessments	A-18
Section 11	Sale or Conveyance	
Section 12	Additional Rights of Lenders	
Article IX	Architectural Control	A-19
Section 1	Architectural Control Committee Authority	
Section 2	Antennae	A-20
Section 3	Declarant Control	
Section 4	Use of Building and Units	
Article X	Party Walls	A-20
Section 1	General Rules of Law to Apply	
Section 2	Sharing of Repair and Maintenance	
Section 3	Right to Contribution Runs With Land	
Section 4	Encroachments	
Section 5	Binding Effect	
Section 6	Rules and Regulations	
Section 7	Dedication for Utilities	A-21
Section 8	Construction of Terms	

Article XI	Insurance	A-21
Section 1	Obligation of Association	
Section 2	Combined Insurance	
Section 3	Insurance Proceeds	
Section 4	Destruction and Reconstruction	A-22
Section 5	Partition	
Section 6	Other Insurance	
Article XII	Notices	A-23
Article XIII	Exculpation of Association Liability	A-23
Article XIV	Declarant's Rights	A-23
Article XV	Expanding Condominium	A-23
Article XVI	Grievance Procedure	A-23
Article XVII	General Provisions	A-24
Section 1	Enforcement	
Section 2	Severability	
Section 3	Failure of Association to Insist on Strict Performance, Not Waiver	A-25
Section 4	Termination	
Section 5	Amendments	
Section 6	Registered Agent or Service of Process	
Section 7	Number and Gender	
Section 8	Captions	
Section 9	Right of First Refusal	A-26
Exhibit A	Condominium Plat	A-27
Exhibit A	Addresses of Units	A-27
Exhibit B	Floor Plans	A-28

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DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR FOREST RIDGE CONDOMINIUMS OF SAUKVILLE

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RECORDED

FOREST RIDGE CONDOMINIUMS OF SAUKVILLE
Saukville, Ozaukee County, WI

2004 MAR -3 AM 10: 25

THIS DECLARATION, made this 23rd day of February, 2004, by JBJDevelop, L.P. (hereinafter referred to as the "DEVELOPER/DECLARANT").

Richard A. Rechlicz
REGISTER OF DEEDS
SAUKVILLE COUNTY, WI

WHEREAS, DECLARANT is the owner in fee simple of certain real estate hereinafter described herein; located in the Village of Saukville, Ozaukee County, Wisconsin (hereinafter referred to as "Subject Property"); and

COPY

WHEREAS, DECLARANT intends to, and does hereby submit and subject the Subject Property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to all provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wis. Stats. (1999-2000) as amended; and

Return To:
Richard A. Rechlicz, Esq.
Ladewig, Rechlicz & Iggen
N88 W15125 Main Street
Menomonee Falls, WI 53051 \$83

WHEREAS, DECLARANT desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon the Subject Property for the benefit of DECLARANT and all future owners of any part of the Subject Property, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the Subject Property and all units; and

11-035-14-003.00*

WHEREAS, DECLARANT desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Subject Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Subject Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Subject Property.

NOW, THEREFORE, Declarant, as the title holder of the Subject Property and described in this Declaration, and for the purposes above set forth, (i) submits the Subject Property and buildings to the condominium form and use and ownership as provided in the Act, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and all other matters of record; (ii) establishes and imposes the following provisions, conditions, restrictions and uses to which the condominium may be put, and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding upon DECLARANT, its successors and assigns and all subsequent owners and occupants of all or any part of the condominium, and further DECLARES AS FOLLOWS:

ARTICLE I
DEFINITIONS AND
LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The Subject Property which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats. (1987-88) as amended, is legally described as follows:

Lot 2 of Certified Survey Map No. 3380 as recorded September 18, 2002 at 10:15 a.m. in the Office of the Register of Deeds in and for Ozaukee County, Wisconsin in Volume 24 of Certified Survey Maps on page 11 as Document No. 721604, and being part of the Government Lots 3 and 4 of the Southeast Quarter of Section 35, Township 11 North, Range 21 East, Village of Saukville, Ozaukee County, Wisconsin.

Tax Key No. 11-040-0005-000

A survey of the Subject Property, showing the boundaries of the Condominium, is contained in the FOREST RIDGE CONDOMINIUMS OF SAUKVILLE PLAT (The "Condominium Plat," attached hereto and marked Exhibit A.)

The Subject Property and all improvements thereon and appurtenances thereto shall be known as FOREST RIDGE CONDOMINIUMS OF SAUKVILLE.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "ASSOCIATION" shall mean and refer to FOREST RIDGE CONDOMINIUMS OF SAUKVILLE OWNERS ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wis. Stats. (1999-2000) as amended, its successors and assigns.
- (b) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in this Declaration, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.
- (c) "DECLARANT" shall mean and refer to JBJ Develop, L.P. and its successors and assigns. Declarant may also be referred to as the Developer.
- (d) "EXPANDABLE CONDOMINIUM" shall mean a condominium to which additional property or units or both may be added in accordance with the provisions of this Declaration and Chapter 703 Wis. Stats. This condominium project is not expandable.
- (e) "LIMITED COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS" shall refer to those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.
- (f) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned the Units in this Declaration.
- (g) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.
- (h) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

- (i) "OCCUPANT" shall mean a person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.
- (j) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.
- (k) "PERCENTAGE INTERESTS" shall refer to the appurtenant, undivided interest of Unit Ownership, as herein defined, in the Common Elements, as herein defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as herein defined, in the Condominium. For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.
- (l) "PERSON" shall refer to an individual, corporation, partnership, association, trust or other legal entity.
- (m) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one (1) or more levels of space or one (1) or more rooms or enclosed spaces located in one (1) or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit A, together with all facilities and improvements therein contained, excluding the land underneath same.
- (n) "UNIT IDENTIFICATION" shall mean that each Unit has a street address, a real estate tax key number, and a unit identification number, which shall be legally sufficient for all conveyance purposes. Said Unit information is set forth herein and on the Condominium Plat.
- (o) "UNIT OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.
- (p) "UNIT OWNER IMPROVEMENTS" shall mean any Improvements located within a Unit, except utility lines and facilities.
- (q) "VOTING MEMBER" shall refer to the one person with respect to each Unit Ownership entitled to vote at any meeting of the Unit Owners.

ARTICLE II
PROPERTY AND UNITS:
SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: Declarant hereby submits the Subject Property described herein and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT"), pursuant to Chapter 703, Wis. Stats. (1999-2000) as amended.

Section 2. CONDOMINIUM IDENTIFICATION: Each Unit is designated by a Unit Number consisting of 2 numerals, the first of which is the Building Number in which the Unit is located, and the second of which is the number of the Unit within said Building. The Building numbers and Unit numbers are set forth on the Condominium Plat as set forth in Exhibit A which is attached hereto and made a part of this Declaration. The street addresses of the Units are as follows:

BUILDING AND UNIT NUMBER	UNIT NUMBER	ADDRESS OF UNIT
Building 6, Unit 1	61	102 Forest Ridge Court
Building 6, Unit 2	62	104 Forest Ridge Court
Building 6, Unit 3	63	106 Forest Ridge Court
Building 6, Unit 4	64	108 Forest Ridge Court
Building 6, Unit 5	65	110 Forest Ridge Court
Building 6, Unit 6	66	112 Forest Ridge Court
Building 5, Unit 1	51	202 Forest Ridge Court
Building 5, Unit 2	52	204 Forest Ridge Court
Building 5, Unit 3	53	206 Forest Ridge Court
Building 5, Unit 4	54	208 Forest Ridge Court
Building 5, Unit 5	55	210 Forest Ridge Court
Building 5, Unit 6	56	212 Forest Ridge Court
Building 4, Unit 1	41	302 Forest Ridge Court
Building 4, Unit 2	42	304 Forest Ridge Court
Building 4, Unit 3	43	306 Forest Ridge Court
Building 4, Unit 4	44	308 Forest Ridge Court
Building 4, Unit 5	45	310 Forest Ridge Court
Building 4, Unit 6	46	312 Forest Ridge Court
Building 3, Unit 1	31	402 Forest Ridge Court
Building 3, Unit 2	32	404 Forest Ridge Court
Building 3, Unit 3	33	406 Forest Ridge Court
Building 3, Unit 4	34	408 Forest Ridge Court
Building 2, Unit 1	21	502 Forest Ridge Court
Building 2, Unit 2	22	504 Forest Ridge Court
Building 2, Unit 3	23	506 Forest Ridge Court
Building 2, Unit 4	24	508 Forest Ridge Court
Building 1, Unit 1	11	602 Forest Ridge Court

Building 1, Unit 2	12	604 Forest Ridge Court
Building 1, Unit 3	13	606 Forest Ridge Court
Building 1, Unit 4	14	608 Forest Ridge Court

As provided in the Act, every deed, lease, mortgage or other instrument may legally describe a Unit by its Unit Number and every such description shall be deemed good and sufficient for all purposes.

Section 3. DESCRIPTION AND LOCATION OF UNITS: (a) The Condominium, when completed, shall contain three (3) buildings with 4 Units in each building and three (3) buildings with six (6) Units in each building. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant. The location, designation of each Unit and the immediate Common Elements and Limited Common Elements to which each Unit has access, are shown on the Condominium Plat in Exhibit A. The approximate area and number of rooms of each Unit are shown in the Floor Plans in Exhibit B.

(b) The buildings are constructed principally of masonry foundation, 2x6 wood construction with brick and aluminum exterior and has a thirty (30) year asphalt shingle roof. Each Unit will contain central-forced air gas heat, central air conditioning, and electric hot water heater. Electricity, 100 volt AMP service, shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Water and sewer service shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner.

All Units are comparable in style and quality.

(c) Each Unit shall include a two (2) car-attached garage.

Section 4. BOUNDARIES OF UNITS: The boundaries of each Unit shall consist of that part of the cubic area of the building which is enclosed as follows:

- (a) The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.
- (b) All windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit. All attic space accessible exclusively from one Unit shall be considered part of that Unit. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. All plaster, drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, and similar interior finishing and decorating shall be considered part of the Unit.
- (c) Plumbing and electrical fixtures serving a particular Unit, but not the Building generally, whether located within the Unit or the Common Areas of the Building, shall be maintained and repaired by and at the expense of the Owner of that particular Unit. Any changes in the heating or air-conditioning system servicing a particular Unit shall be made at the expense of the Unit Owner.

- (d) All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. Any utility lines and plumbing equipment located outside of Units, and any utility lines and plumbing equipment contained inside the boundaries of a particular Unit but which service a different Unit, are common elements and shall be repaired and maintained by and at the expense of the FOREST RIDGE CONDOMINIUMS OF SAUKVILLE OWNERS ASSOCIATION, INC. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace, water heater and air-conditioning system for each Unit are part of the respective Unit serviced by said items and shall be repaired and maintained by and at the expense of the Owner of said Unit.
- (e) A Unit Owner may make improvements or alterations within the Unit which do not affect in any manner the Common Elements of the Condominium provided that such work is performed and all contracts for such work are in compliance with this Declaration and the rules established by the Association. No alteration or improvement to the Unit which would affect the Common Elements may be made by any Unit Owner without prior written consent of the Association notwithstanding the provisions of Section 703.13(5)(a) of the Act. The conditions for consent shall include, but not be limited to, proper insurance coverages, indemnification from claims for injury to person or property, waivers or indemnification against construction liens and approval by an architect approved by the Association insofar as the work affects Common Elements.

Section 5. INTERPRETATION OF PLANS: If any portion of the Common or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or Common Element.

Section 6. MODIFICATION OF PLANS: Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the building, Unit and Common and Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and Unit, and subject to the following:

- (a) Notwithstanding the above, Declarant reserves the right to change the number, size and dimension of the buildings in which condominium Units are to be constructed as presently shown on the Condominium Plat, to larger or small residential building sizes, at its sole discretion, providing that no more than thirty (30) units shall be constructed.
- (b) Declarant reserves the right to increase or decrease the square footage of any Unit and/or building, including but not limited to the right to increase or decrease the square footage of land area occupied by said buildings.
- (c) Such changes in the size of a building, the number of buildings, the number of Units in a building, and/or the size of any Units shall not increase the total number of Units as set forth in this Declaration from thirty (30) Units.
- (d) In the event of any changes, Declarant shall record, from time to time and as required, an Addendum to the Plat of this condominium development showing the changes, including location, size and dimensions of said buildings and units with the appropriate designations thereof.

Section 7. CONSTRUCTION IN PHASES: This condominium project will not be built at the same time, but rather in phases. It is the intent of Declarant to construct the residential condominium units in stages. The number and stages and start up and completion dates for said construction of the residential condominium units are within the sole discretion of Declarant.

ARTICLE III COMMON ELEMENTS

Section 1. DESCRIPTION OF COMMON ELEMENTS: The Common Elements shall consist of all areas except Units, and by way of explanation shall include:

- (a) The land described in this Declaration;
- (b) The private driveways, parking area and walkways located on the land;
- (c) Wetlands and lawn areas designated on the Condominium Plat (Exhibit A);
- (d) All other parts of the property necessary or convenient to its existence, maintenance and safety, are normally common use;
- (e) The foundations, columns, girders, beams, overhangs, supports, main walls and roofs of the buildings;
- (f) Areas set aside for storage of maintenance equipment;
- (g) Installations for providing central services such as power, light, gas heating and cold water;
- (h) Sanitary disposal system, including, but not limited to, tanks and sanitary pumps, sewer lines, water lines, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;
- (i) or wells

Section 2. OWNERSHIP OF COMMON ELEMENTS: (a) Each Unit Owner shall be entitled to (i) ingress and egress over, upon and across the common area necessary for access to said Unit Owner's Unit; (ii) own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and (iii) except as otherwise limited in this Declaration, have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as allowed by law and as permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Except as otherwise provided in this Declaration or the By-Laws of the Association, the Common Elements shall be operated, repaired and maintained by and at the expense of the Association.

- (b) Each Unit's fractional (also known as its percentage of ownership) ownership in the Common Elements shall be 1/30th.
- (c) The percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the Village of Saukville or to public utilities.

Section 3. USE OF THE COMMON ELEMENTS. Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the Unit owned, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and any Association Rules and Regulations.

Section 4. LIMITATION ON USE OF COMMON ELEMENTS: Notwithstanding anything to the contrary set forth in this Declaration, the use of the Common Elements shall be restricted to those Unit Owners who are also possessors or residents of the Units. A possessor or resident of the Unit shall refer to either the Tenant having possession of the Unit by virtue of a Lease with the Unit Owner or the Unit Owner occupying and possessing the Unit as said Unit Owner's residence. Specifically, Unit Owners having title or ownership in a Unit for purposes other than as said Unit Owner's primary residence are prohibited from any use of the Common

Elements. Further, any Unit Owner granting possession of said Unit Owner's Unit to another person or persons forfeits the right to use the Common Elements at all times during the period of time said other person or persons shall have possession of said Unit.

Section 5. EASEMENTS FOR USE OF COMMON AREAS: (a) Each Unit Owners shall have a valid, exclusive easement to the space between the interior and exterior walls of said Unit Owner's Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of any of the buildings, and provided further that the common element and facilities be restored to their former condition by the Unit Owner at Unit Owner's sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners and the Association for the installation, maintenance and repair of common utility services located in and/or any part of the common elements or Units.

- (b) There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. No owner or possessor shall cause to be stored at the premises, any substance defined as a "Hazardous Substance" as defined or designated under Sec. 311 or 307(a) of the Federal Clean Water Act, Superfund Sec. 102, the Federal Resources Conservation and Recovery Act, Sec. 112 of the Federal Clean Air Act and Section 7 of the Federal Toxic Substance Control Act, or any amendments or additions thereto. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements, other than those areas designated by the Association therefore. No clothes line shall be maintained on the Common Elements, and said Common Elements shall not be used for hanging of clothes, rugs or other articles.

Section 6. MAINTENANCE OF COMMON ELEMENTS. Except for the Units and Unit Owner Improvements thereon which shall be the responsibility of each Unit Owner, the management, repair, alteration and improvement of the Common Elements and the Landscape Areas shall be the responsibility of the Association. Each Unit Owner shall pay, as an assessment, a share of the common expenses for maintenance, repair, replacement, administration and operation of the Common Elements and Landscape Areas in the same proportion as the Unit Owner's Percentage Interests. Payment thereof shall be in such amount and at such time as may be established in this Declaration. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit as herein provided.

Section 7. NO SEVERANCE OF UNIT OWNERSHIP. No Unit Owner may sell, convey or transfer any legal or equitable interest in said Owner's Unit without including the percentage of ownership interest in the Common and Limited Common Elements and facilities and in all assets and liabilities of the Association appurtenant to said Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

Section 8. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership between such co-owners.

ARTICLE IV
LIMITED COMMON ELEMENTS

Section 1. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: A portion of the Common Elements and facilities, designated as "Limited Common Elements and Facilities," are designated on the Condominium Plat and service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on said Condominium Plat. The exclusive use of said Limited Common Elements shall be reserved the Owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units and Unit Owners in the condominium. These are the areas immediately in front of garages, patios and decks, balconies, driveways and walkways which service one Unit. Each Unit Owner shall be entitled to the exclusive use and possession of these Limited Common Elements, direct access to which is provided for said Unit Owner's respective Unit, and which is located outside of and adjoining said Unit Owner's respective Unit.

Section 2. PATIOS, DECKS AND PORCHES: All patios, decks and porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant has the express right to construct patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, at the time of initial construction or any Unit. After the sale of a Unit by Declarant, or the completion of construction of a Unit, whichever is later, the Unit Owner may, if approved by the Association, in the Association's sole discretion, and subject to such approvals and permits as may be required by the municipality in which the condominium is located, add one or more patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens. Any such patio, deck and/or porch added by a Unit Owner shall be located in the side and/or rear yard of the Unit. No patio, deck or porch shall be added by any Unit Owner without the approval required pursuant to this Declaration. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all patios, decks and porches appurtenant to such Unit, including any roof or awning covering same, and including any windows or screens enclosing same. A Unit Owner adding a deck, patio and/or porch shall reimburse the Association, upon demand, for all costs and expenses incurred by the Association relating such addition, and/or the approval thereof, including but not limited to the cost of preparing and recording an addendum to the Condominium Plat showing such addition, and, if applicable, Architect's and engineer's fees. Any such costs and expenses not timely paid shall constitute a special assessment against such unit, whether or not the Unit Owner actually proceeds with the construction of the addition.

Section 3. USE. The manner of use of the Limited Common Elements shall be governed by this Declaration, the By-Laws of the Association, and such rules and regulations as may be established by the Association. No Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to this Declaration, the By-Laws and/or the rules and regulations. No major or structural changes or alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate. Patios, terraces, decks or balconies shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons, nor shall patios, terraces, decks or balconies be used for the drying or airing of laundry, carpets, rugs or clothing. Furthermore, no grills shall be used or stored on patios, terraces, decks or balconies, unless they are of a type using a cover in place while in use. No clotheslines shall be hung in Common or Limited Common Elements.

Section 4. CONVEYANCE OF LIMITED COMMON ELEMENTS: No Unit Owner shall convey or lease said Unit Owner's right to use any Limited Common Element pertinent to said Unit Owner's Unit to any other Unit Owner unless coupled with the conveyance of the Unit.

ARTICLE V
OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. USE OF UNITS BY DECLARANT. Until such time as Declarant has sold all of its Units in the condominium, Declarant shall have the right to use any or all unsold Units, and any portion of the common elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The use of a Unit is further subject to the following:

- (i) Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, said Unit may be leased provided said Lease shall (1) be in writing signed by the Unit Owner and (2) be for a term of not less than twelve (12) months and (3) specifically obligate the tenant to abide by the terms and conditions of the Declaration, By-Laws and all rules and regulations of the Association. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenant's name or names and telephone number, and such Owner shall notify the Association prior thereto of said Unit Owner's forwarding address and of a telephone number where said Unit Owner can be reached. Any such lease shall not relieve a Unit Owner from any obligation imposed by the Act, this Declaration, the By-Laws or Articles of Incorporation of the Association, and/or rules and regulations adopted pursuant thereto, including but not limited to the duty to pay common expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or rules and regulations of the Association.
- (ii) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than thirty (30) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.
- (iii) No sign of any kind shall be displayed to the public view on or from any Unit or Common Elements, without the prior consent of the Association. The Association may establish rules and regulations for the size and placement of "For Sale" and "For Rent" signs. This provision shall not prohibit Declarant from erecting signs to expedite the sale of its Units.
- (iv) Temporary structures, such as sheds or other storage facilities, are prohibited on Common Elements.
- (v) No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.
- (vi) No rummage or garage type sales shall be conducted in or about any Unit on more than four (4) calendar days in any calendar year.

Section 2. PETS: (a) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in any of the Common Elements, except that two (2) dogs, two (2) cats, or a combination of both, one (1) bird and fish may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted, from time to time, by the Association.

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DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR FOREST RIDGE CONDOMINIUMS OF SAUKVILLE

V 1 8 6 8 P 5 1 4

RECORDED

FOREST RIDGE CONDOMINIUMS OF SAUKVILLE
Saukville, Ozaukee County, WI

2004 MAR -3 AM 10: 25

THIS DECLARATION, made this 23rd day of February, 2004, by JBJDevelop, L.P. (hereinafter referred to as the "DEVELOPER/DECLARANT").

Richard A. Rechlicz
REGISTER OF DEEDS
SAUKVILLE COUNTY, WI

WHEREAS, DECLARANT is the owner in fee simple of certain real estate hereinafter described herein; located in the Village of Saukville, Ozaukee County, Wisconsin (hereinafter referred to as "Subject Property"); and

COPY

WHEREAS, DECLARANT intends to, and does hereby submit and subject the Subject Property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to all provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wis. Stats. (1999-2000) as amended; and

Return To:
Richard A. Rechlicz, Esq.
Ladewig, Rechlicz & Iggen
N88 W15125 Main Street
Menomonee Falls, WI 53051 \$83

WHEREAS, DECLARANT desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon the Subject Property for the benefit of DECLARANT and all future owners of any part of the Subject Property, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the Subject Property and all units; and

11-035-14-003.00*

WHEREAS, DECLARANT desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Subject Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Subject Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Subject Property.

NOW, THEREFORE, Declarant, as the title holder of the Subject Property and described in this Declaration, and for the purposes above set forth, (i) submits the Subject Property and buildings to the condominium form and use and ownership as provided in the Act, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and all other matters of record; (ii) establishes and imposes the following provisions, conditions, restrictions and uses to which the condominium may be put, and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding upon DECLARANT, its successors and assigns and all subsequent owners and occupants of all or any part of the condominium, and further DECLARES AS FOLLOWS:

ARTICLE I
DEFINITIONS AND
LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The Subject Property which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats. (1987-88) as amended, is legally described as follows:

Lot 2 of Certified Survey Map No. 3380 as recorded September 18, 2002 at 10:15 a.m. in the Office of the Register of Deeds in and for Ozaukee County, Wisconsin in Volume 24 of Certified Survey Maps on page 11 as Document No. 721604, and being part of the Government Lots 3 and 4 of the Southeast Quarter of Section 35, Township 11 North, Range 21 East, Village of Saukville, Ozaukee County, Wisconsin.

Tax Key No. 11-040-0005-000

A survey of the Subject Property, showing the boundaries of the Condominium, is contained in the FOREST RIDGE CONDOMINIUMS OF SAUKVILLE PLAT (The "Condominium Plat," attached hereto and marked Exhibit A.)

The Subject Property and all improvements thereon and appurtenances thereto shall be known as FOREST RIDGE CONDOMINIUMS OF SAUKVILLE.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "ASSOCIATION" shall mean and refer to FOREST RIDGE CONDOMINIUMS OF SAUKVILLE OWNERS ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wis. Stats. (1999-2000) as amended, its successors and assigns.
- (b) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in this Declaration, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.
- (c) "DECLARANT" shall mean and refer to JBJ Develop, L.P. and its successors and assigns. Declarant may also be referred to as the Developer.
- (d) "EXPANDABLE CONDOMINIUM" shall mean a condominium to which additional property or units or both may be added in accordance with the provisions of this Declaration and Chapter 703 Wis. Stats. This condominium project is not expandable.
- (e) "LIMITED COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS" shall refer to those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.
- (f) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned the Units in this Declaration.
- (g) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.
- (h) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

- (i) "OCCUPANT" shall mean a person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.
- (j) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.
- (k) "PERCENTAGE INTERESTS" shall refer to the appurtenant, undivided interest of Unit Ownership, as herein defined, in the Common Elements, as herein defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as herein defined, in the Condominium. For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.
- (l) "PERSON" shall refer to an individual, corporation, partnership, association, trust or other legal entity.
- (m) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one (1) or more levels of space or one (1) or more rooms or enclosed spaces located in one (1) or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit A, together with all facilities and improvements therein contained, excluding the land underneath same.
- (n) "UNIT IDENTIFICATION" shall mean that each Unit has a street address, a real estate tax key number, and a unit identification number, which shall be legally sufficient for all conveyance purposes. Said Unit information is set forth herein and on the Condominium Plat.
- (o) "UNIT OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.
- (p) "UNIT OWNER IMPROVEMENTS" shall mean any Improvements located within a Unit, except utility lines and facilities.
- (q) "VOTING MEMBER" shall refer to the one person with respect to each Unit Ownership entitled to vote at any meeting of the Unit Owners.

ARTICLE II
PROPERTY AND UNITS:
SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: Declarant hereby submits the Subject Property described herein and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT"), pursuant to Chapter 703, Wis. Stats. (1999-2000) as amended.

Section 2. CONDOMINIUM IDENTIFICATION: Each Unit is designated by a Unit Number consisting of 2 numerals, the first of which is the Building Number in which the Unit is located, and the second of which is the number of the Unit within said Building. The Building numbers and Unit numbers are set forth on the Condominium Plat as set forth in Exhibit A which is attached hereto and made a part of this Declaration. The street addresses of the Units are as follows:

BUILDING AND UNIT NUMBER	UNIT NUMBER	ADDRESS OF UNIT
Building 6, Unit 1	61	102 Forest Ridge Court
Building 6, Unit 2	62	104 Forest Ridge Court
Building 6, Unit 3	63	106 Forest Ridge Court
Building 6, Unit 4	64	108 Forest Ridge Court
Building 6, Unit 5	65	110 Forest Ridge Court
Building 6, Unit 6	66	112 Forest Ridge Court
Building 5, Unit 1	51	202 Forest Ridge Court
Building 5, Unit 2	52	204 Forest Ridge Court
Building 5, Unit 3	53	206 Forest Ridge Court
Building 5, Unit 4	54	208 Forest Ridge Court
Building 5, Unit 5	55	210 Forest Ridge Court
Building 5, Unit 6	56	212 Forest Ridge Court
Building 4, Unit 1	41	302 Forest Ridge Court
Building 4, Unit 2	42	304 Forest Ridge Court
Building 4, Unit 3	43	306 Forest Ridge Court
Building 4, Unit 4	44	308 Forest Ridge Court
Building 4, Unit 5	45	310 Forest Ridge Court
Building 4, Unit 6	46	312 Forest Ridge Court
Building 3, Unit 1	31	402 Forest Ridge Court
Building 3, Unit 2	32	404 Forest Ridge Court
Building 3, Unit 3	33	406 Forest Ridge Court
Building 3, Unit 4	34	408 Forest Ridge Court
Building 2, Unit 1	21	502 Forest Ridge Court
Building 2, Unit 2	22	504 Forest Ridge Court
Building 2, Unit 3	23	506 Forest Ridge Court
Building 2, Unit 4	24	508 Forest Ridge Court
Building 1, Unit 1	11	602 Forest Ridge Court

Building 1, Unit 2	12	604 Forest Ridge Court
Building 1, Unit 3	13	606 Forest Ridge Court
Building 1, Unit 4	14	608 Forest Ridge Court

As provided in the Act, every deed, lease, mortgage or other instrument may legally describe a Unit by its Unit Number and every such description shall be deemed good and sufficient for all purposes.

Section 3. DESCRIPTION AND LOCATION OF UNITS: (a) The Condominium, when completed, shall contain three (3) buildings with 4 Units in each building and three (3) buildings with six (6) Units in each building. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant. The location, designation of each Unit and the immediate Common Elements and Limited Common Elements to which each Unit has access, are shown on the Condominium Plat in Exhibit A. The approximate area and number of rooms of each Unit are shown in the Floor Plans in Exhibit B.

(b) The buildings are constructed principally of masonry foundation, 2x6 wood construction with brick and aluminum exterior and has a thirty (30) year asphalt shingle roof. Each Unit will contain central-forced air gas heat, central air conditioning, and electric hot water heater. Electricity, 100 volt AMP service, shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Water and sewer service shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner.

All Units are comparable in style and quality.

(c) Each Unit shall include a two (2) car-attached garage.

Section 4. BOUNDARIES OF UNITS: The boundaries of each Unit shall consist of that part of the cubic area of the building which is enclosed as follows:

- (a) The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.
- (b) All windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit. All attic space accessible exclusively from one Unit shall be considered part of that Unit. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. All plaster, drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, and similar interior finishing and decorating shall be considered part of the Unit.
- (c) Plumbing and electrical fixtures serving a particular Unit, but not the Building generally, whether located within the Unit or the Common Areas of the Building, shall be maintained and repaired by and at the expense of the Owner of that particular Unit. Any changes in the heating or air-conditioning system servicing a particular Unit shall be made at the expense of the Unit Owner.

